

Standard Terms & Conditions for Suppliers

1. **Acceptance of Purchase Order.** The purchase order or equivalent documentation (including and any and all documents, attachments, instructions, and other information either physically attached thereto by Buyer or incorporated by reference therein by Buyer) together with these Standard Terms & Conditions for Suppliers (collectively, the "**Purchase Order**") constitutes the entire and exclusive agreement between NetComm Wireless Pty Ltd ACN 002 490 486 ("Buyer") and the supplier identified in the Purchase Order ("Supplier"). Buyer's submission of the Purchase Order is subject to Supplier's agreement that any terms or conditions different from or in addition to the terms and conditions of the Purchase Order, whether communicated orally or in writing, including, without limitation, contained in any confirmation, acceptance or acknowledgement of the Purchase Order or any invoice or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on Buyer's agreement to such different or additional terms or conditions. Any different or additional terms or conditions that purport to apply to or govern the Purchase Order shall be void and of no force and effect. Supplier's acceptance or acknowledgement (verbal, written, electronic or otherwise) of the Purchase Order, provision of an invoice to Buyer in respect of the Purchase Order, or commencement of performance thereunder constitutes Supplier's acceptance of the Purchase Order, including, without limitation, these terms and conditions.

2. **Definitions.**

2.1 **"Deliverables"** means the deliverables specified in the Purchase Order (and any Statement of Work) to be delivered on or before the Delivery Date.

2.2 **"Delivery Date"** means the date or dates specified in the Purchase Order by which the Supplier is required to deliver the Products.

2.3 **"Products"** means those Products and Deliverables specified in the Purchase Order to be delivered on or before the Delivery Date.

3. **Conflicting Obligations.** If Supplier believes any requirements of this Purchase Order conflict with one another, Supplier shall notify Buyer in writing.

4. **Inspection, Expediting, and Documentation.** Upon receipt of the Products, Buyer shall have the right to inspect the Products within a reasonable time period of not less than thirty (30) days from the date of receipt. Buyer may reject non-conforming Products, and at its option, Buyer may (i) return

the non-conforming Products for a refund or credit, (ii) require Supplier to replace the non-conforming Products, or (iii) accept the nonconforming Products subject to Supplier providing a refund or credit in an amount reasonably determined by Buyer to correspond to the diminished value of the Product. Buyer's payment to Supplier for Products shall not constitute acceptance by Buyer of such non-conforming Products and shall be without prejudice to Buyer's right to reject such Products as non-conforming.

5. **Delivery.** Time is of the essence. Delivery according to the schedule stated in the Purchase Order is of critical importance to Buyer. In the event that Supplier's timely performance under the Purchase Order is delayed or anticipated to be delayed for any reason, including any causes outside Supplier's control, including, but not limited to, force majeure, Supplier shall immediately notify Buyer in writing of the delay or anticipated delay, and will shorten or make up the delay by all commercially reasonable means. If Supplier fails to meet Buyer's delivery requirements without Buyer's written approval, and fails to adequately assure future performance, Buyer may cancel with immediate effect all or any part of this Purchase Order without further obligation.

6. **Title; Risk of Loss.** Title to the Products, and in the event that the Products are made to order, then title to all materials, inventory, work in progress, design data, other documentation, and all related contractual rights, shall vest in Buyer upon delivery. Supplier shall take affirmative steps to segregate Products and clearly label them as property of Buyer. Supplier warrants full and clear title to the Products, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances. In the event that Buyer rejects Products as non-conforming, title shall revert to Supplier. Irrespective of vesting of title, Supplier shall bear the risk of loss and shall insure or self-insure, for the benefit of both Supplier and Buyer, the Products in its care, custody and control until Products are delivered to Buyer in accordance with the Purchase Order and the Buyer accepts the Products.

7. **Conforming Products.** The Products shall conform strictly to the description, plans, specifications and sample and shall be of the best quality and reasonably fit for their intended purpose. If there are no specific descriptions, plans, specifications or samples, and to the extent that they are not explicit, the Products shall be new, of the latest design or model conforming to Buyer's requirements, of the best quality, and reasonably fit for their intended purpose. Supplier may not substitute Products or parts of Products or ship more or less than the quantity specified in the Purchase Order. If Buyer

receives Products that do not conform to these requirements, Buyer may reject such shipment in whole or in part by notifying Supplier within thirty (30) days of receipt. Supplier shall remove such rejected Products at Supplier's expense within ten (10) days after the date of Buyer's notice. All Products must comply with the requirements of the Australian Consumer Law and all other applicable laws, regulations, standards and codes of practice relating to the sale to the public of such Products.

8. **Price and Payment.** Unless otherwise stated in the Purchase Order, the price for the Products includes and disaggregates all taxes and other charges such as shipping and delivery charges, GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999*), duties, customs, tariffs, imposts and any government-imposed surcharges. Supplier will identify such taxes and other charges separately from the Product price. Buyer will pay Supplier the price in accordance with the payment terms set forth in the Purchase Order following the later of: (i) the Delivery Date; (ii) the date of Buyer's acceptance of all of the Products; or (iii) Buyer's receipt of a valid tax invoice.

9. **Representations and Warranties.** Supplier warrants that it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order and that the Products are and will remain free from any encumbrance or charge until ownership passes to Buyer. Supplier warrants that the Products will be free from defects in material, workmanship and design for a period of twenty-four (24) months from the date of initial operation of the Products, or thirty (30) months from the date of shipment, whichever shall first occur. In the case of spare or replacement parts manufactured by Supplier, the warranty period shall be for a period of six (6) months from the date of shipment. Repairs shall be warranted for twelve (12) months or, if the repair is performed under this warranty, for the remainder of the original warranty period, whichever is greater. Buyer shall report any claimed defect in writing to Supplier as soon as reasonably possible upon discovery and in any event, within the warranty period. Supplier shall repair or replace the Products within ten (10) working days, or such later date agreed between the parties in writing, at the place of delivery of the original shipment. If Buyer repairs or replaces Products without Supplier's prior written approval, Supplier is relieved of any obligation to Buyer under this Section 9 with respect to such Products, unless the repair, replacement or adjustment occurred after Supplier failed to satisfy its obligations under this Section 9. Products shall not be deemed defective either by reason of normal wear and tear or Buyer's failure to properly store, install and maintain the Products.

12. **Intellectual Property & Trade Secrets.** Supplier warrants, represents and covenants that the Products and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right, trademark or other intellectual property right. Supplier shall (a) defend Buyer and

its affiliated entities, and its and their respective officers, directors, employees, agents and end users (the "**Buyer Indemnified Parties**") from and against any and all third-party claims, actions, causes of action, demands, lawsuits or arbitrations (collectively, "**Actions**") brought against any of the Buyer Indemnified Parties alleging that their use or sale of the Product infringes any intellectual property owned by any third party ("**Third-Party IP**") or constitutes a misappropriation of any trade secret owned by any third party ("**Third-Party Trade Secret**"); and (b) indemnify and hold harmless the Buyer Indemnified Parties against any and all damages, costs, expenses, liabilities, and settlements directly and to the extent arising out of any such Action, including, without limitation, court costs and attorney fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**"). Supplier shall not, without the prior written consent of Buyer, agree to any settlement of any such Action that does not include a complete release of the Buyer Indemnified Parties from all liability with respect thereto or that imposes any liability, obligation, or restriction on the Buyer Indemnified Parties. The Buyer Indemnified Parties may participate in the defence of any such Action through their own counsel, and at their own expense. In the event that the use or sale of any Product is held in a suit or proceeding to infringe Third-Party IP or constitute the misappropriation of any Third-Party Trade Secret, and the use or sale of such Product is enjoined, or Supplier reasonably believes that it is likely to be found to infringe or constitute a misappropriation, or likely to be enjoined, then Supplier shall, at its sole cost and expense, and at its option, either (a) procure for Buyer the right to continue using and selling such Product, or (b) modify such Product so that it becomes non-infringing or no longer constitutes a misappropriation, without affecting the basic functionality of such Product.

13. **Ownership.** Unless otherwise expressly set forth in a Statement of Work, Buyer is the sole and exclusive owner of all Deliverables and Products. Buyer shall exclusively own all right and title to and interest in all intellectual property rights paid for by Buyer and resulting from the design, manufacture, test and assembly of the Products and other services provided under the Purchase Order, including without limitation NRE development, prototypes, DFX and other services, including without limitation, any engineering documentation, assembly processes, know-how and other information and materials provided or disclosed by Buyer to Supplier or intellectual property that is created or developed by Supplier or its employees, agents, affiliates or contractors that are incorporated into and related uniquely to the Products.

14. **Assignment.** Supplier may not assign a Purchase Order (including, without limitation, these terms and conditions) or novate or otherwise deal with the benefit of it or a right under it (whether equitable, legal or otherwise), or purport to do so, without Buyer's prior written consent. Any purported assignment, novation or dealing made in violation

of this clause 14 is void and of no force and effect, and the assignee shall acquire no rights, and Buyer shall neither recognize, nor be required to recognize, the assignment.

15. **Cancellation.** The Purchase Order may not be cancelled by Supplier unless Buyer agrees to such cancellation in writing. Upon written notice to Supplier, Buyer may cancel all or any separable part of the Purchase Order. In the event of such cancellation, Supplier shall immediately stop all work on the Products, place no additional orders, and cancel its existing orders on the best possible terms. Pending Buyer's instructions, Supplier shall preserve and protect Products on hand, work in progress, supplier data, and completed Products, both in its own and in its suppliers' facilities. Buyer shall have the immediate right to remove from Supplier's premises the Products and all drawings, records, and parts paid for by Buyer. Buyer's only cancellation payment, if any, shall be that amount that reflects the part of the Purchase Order satisfactorily performed before cancellation, less money already paid to Supplier. Supplier is not entitled to recover for lost profits or other consequential or incidental damages.

16. **Changes.** Buyer may make changes in the character or quantity of the Products, or in the manner or time of performance of the Purchase Order. Buyer's changes must be communicated to Supplier in writing signed by a duly authorized representative of Buyer. An equitable adjustment in the price and time for performance will be made by the parties in writing if such changes result in a decrease or increase in Supplier's cost or time of performance. Supplier shall make no change or revision in design, materials, process (inclusive of any Approved Vendor List ("AVL")) and manufacturing location(s) without Buyer's prior written consent. Supplier will notify Buyer in writing of any proposed changes in a "**Supplier Changes Notification**" at least ninety (90) calendar days prior to the first proposed shipment and will notify Buyer of a proposed End-of-Life ("EOL") of any component no less than six (6) months in advance of such proposed EOL. Supplier may not ship Products involved in changes to Buyer until Buyer has notified Supplier, in writing, of Buyer's approval. No claim by Supplier for an adjustment in the price or in the time of performance shall be considered unless presented to Buyer in writing within ten (10) business days after Supplier learns of the claim.

17. **Product Defects; Faults of Supplier.** To the extent permitted by law, Supplier shall (a) defend the Buyer Indemnified Parties from and against any and all Actions brought against any of the Buyer Indemnified Parties arising from personal injury or death of third parties or damage to their property, and arising from or relating in any way to defects in the Products or the negligence, wilful misconduct or other fault either of Supplier, or those for whom it is responsible; and (b) indemnify and hold harmless the Buyer Indemnified Parties for all Losses arising out of any such Action. Supplier shall not, without the prior written consent of Buyer,

agree to any settlement of any such Action that does not include a complete release of the Buyer Indemnified Parties from all liability with respect thereto or that imposes any liability, obligation, or restriction on the Buyer Indemnified Parties. The Buyer Indemnified Parties may participate in the defence of any such Action through their own counsel, and at their own expense.

18. **Confidentiality; Proprietary Information.** Supplier shall (a) protect and safeguard the confidentiality of Buyer's confidential information with at least the same degree of care as Supplier uses to protect the confidentiality of its own confidential information, but in no event less than reasonable care, and (b) not use Buyer's confidential information, or permit it to be accessed or used, for any purpose other than to perform and fulfill the Purchase Order, and must not disclose this confidential information to any person except to the extent required by law, in which case the Supplier must notify the Buyer in writing before the relevant disclosure is made and provide any assistance reasonably requested by the Buyer to oppose the disclosure. The data, tooling, designs, drawings and other documents and proprietary information supplied to Supplier by Buyer (Data) are Buyer's confidential information. If Buyer and Supplier have entered into a valid separate non-disclosure agreement which covers disclosure of confidential information under the Purchase Order, then the terms of that non-disclosure agreement shall control with such nondisclosure agreement being incorporated into these terms and condition by reference. No implied license of Buyer's intellectual property is created by this Purchase Order. Any exceptions to this Section 18 must be agreed to in writing prior to any disclosure. Without prejudice to any other rights or remedies that Buyer may have under the Purchase Order or at law, Supplier agrees that damages would not be an adequate remedy for any breach of this Section 18 and that Buyer may seek injunctive relief in any court of competent jurisdiction against Supplier to protect Buyer's confidential information from any threatened or actual breach of this Section 18 without showing of irreparable harm or actual damages or posting of bond or other security.

19. **Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, AND TO THE EXTENT PERMITTED BY LAW, BUYER WILL NOT BE LIABLE TO SUPPLIER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS EXCEEDING THE TOTAL PURCHASE PRICE OF THE PURCHASE ORDER. THIS LIMITATION OF LIABILITY APPLIES IN AGGREGATE TO ALL CLAIMS MADE UNDER THIS PURCHASE ORDER AND THE TOTAL LIABILITY FOR ANY SUCH CLAIMS SHALL NOT EXCEED THE AMOUNT STATED IN THIS SECTION 19. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BUYER BE LIABLE TO SUPPLIER FOR SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE, OR OTHER INDIRECT

DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF BUSINESS, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OR CORRUPTION OF DATA OR LOSS OF USE DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STATUTE, STRICT LIABILITY, OR OTHERWISE, EVEN IF REASONABLY FORESEEABLE OR IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

20. **Subcontractors.** If a portion of the work involved in the performance of this Purchase Order is to be subcontracted to another party, Supplier shall obtain Buyer's prior written consent and incorporate these Standard Terms & Conditions for Suppliers into the subject subcontracts, including key characteristics where required prior to engaging any such subcontractors or suppliers in the performance of this Purchase Order.

21. **Setoff.** All claims for money due or to become due from Buyer shall be subject to deduction or set-off by Buyer by reason of any counterclaim arising out of this or any other transaction with Supplier.

22. **Default.** If Supplier fails to comply with any material provision of this Purchase Order, including, but not limited to, Sections 5 and 7, and after written demand by Buyer, fails to diligently commence to cure such default within ten (10) days of the date of such demand, or if Supplier becomes insolvent, enters voluntary or involuntary winding up proceedings, examinership or receivership proceedings, or makes an assignment for benefit of creditors, Buyer shall have the right, in addition to any other rights or remedies it may have under the Purchase Order and applicable law, to terminate the Purchase Order for default. Upon giving Supplier written notice of default, Buyer may immediately take possession of all or any portion of the items identified in the Purchase Order, subject only to an obligation to equitably compensate Supplier for same. Upon default termination, Supplier shall be liable to Buyer for all costs in excess of the Purchase Order price incurred by Buyer in effecting completion of performance of the Purchase Order.

23. **Governing Law.** This document is governed by and construed in accordance with the laws in force in the State of New South Wales, in Australia. Each party (a) submits to the exclusive jurisdiction of the courts of New South Wales and any court that may hear appeals from those courts; and (b) waives any right it might have to object to an action being brought in those courts including on the basis that those courts are an inconvenient forum.

The official text of the Purchase Order or any notices required hereby shall be in English. The terms of this Section 23 shall be without prejudice to Buyer's right to seek injunctive relief in any court of competent jurisdiction.

24. **Buyer's Property.** All tooling, equipment, and material furnished to Supplier by Buyer, including all intellectual property of Buyer, shall remain the property of Buyer. Such property, while in Supplier's custody or control, shall be held at Supplier's risk and insured by Supplier at Supplier's expense for the replacement cost with loss payable to Buyer. Such Property shall be returned to Buyer immediately upon Buyer's request in good condition FOB Buyer's facilities.

25. **Legal Fees.** In the event that the parties litigate any dispute arising under or relating to this Purchase Order, the prevailing party shall recover from the other all reasonable legal fees and costs incurred at trial and on appeal, including those incurred in any bankruptcy or insolvency proceedings.

26. **Export of Equipment & Technical Data.** Supplier shall not disclose or otherwise transfer any technical data or equipment furnished to it by Buyer or developed by Supplier directly from such data to any third party, except in compliance with the applicable licensing, approval, and all other requirements of all applicable export control laws, regulations and directives. Supplier shall obtain Buyer's written consent before submitting any request for authority to export any of Buyer's proprietary or export controlled technical data. Supplier shall indemnify and hold harmless Buyer from all claims, demands, damages, costs, fines, penalties, legal fees and all other expenses arising from failure of Supplier to comply with this Section 26.

27. **Limitation of Liability for Administrators.** The parties acknowledge and agree that (a) the Administrators have caused Buyer to enter into this contract in their capacity as administrators and agents of Buyer and in no other capacity; (b) the Administrators are not personally liable to pay or satisfy any of the Buyer's obligations under this contract and have no liability to the Supplier, except to the extent of their right of indemnity out of the assets of Buyer under subdivision B of Division 9 of Part 5.3A of the *Corporations Act 2001* (Cth) and at law or in equity; (c) if the assets of Buyer are insufficient, the Supplier may not seek to recover any shortfall by bringing proceedings against the Administrators personally; the Supplier waives its rights and forever releases, and discharges the Administrators for all personal liability which cannot be paid or satisfied out of the assets of Buyer; (e) notwithstanding any other provision of this contract or the provisions of section 443A(2) of the *Corporations Act*, the liability of the Administrators is limited by the provisions of this clause. In the event of any inconsistency with any other provision of this contract, this clause is paramount. The release contained in this clause may be pleaded by the Administrators as a bar to any litigation or proceeding against them by the Supplier. For the avoidance of doubt, nothing in this contract constitutes an adoption by the Administrators of the contract or any of Buyer's obligations under the contract. This clause operates as a deed poll in favour of the Administrators. For the purposes of this clause, "Administrators" means Rahul Goyal and Catherine

Margaret Conneely of Suite 26.03, Level 26, 6 O'Connell St
Sydney NSW 2000, appointed as joint administrators of Buyer
on 11 March 2024 pursuant to section 436A of the
Corporations Act.

[End of Terms & Conditions]